

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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TASTY BRANDS, LLC,

Plaintiff(s),

-against-

**REQUEST FOR
CERTIFICATE OF
DEFAULT**

2:23-CV- 00312 (JS)(LGD)

AVANTI FOODS CORPORATION,

Defendant(s).

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TO: BRENN A B. MAHONEY
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Please enter the default of defendant(s), AVANTI FOODS CORPORATION,
pursuant to Rule 55(a) of the Federal Rules of Civil Procedure for failure to plead or otherwise
defend this action as fully appears from the court file herein and from the attached affirmation of
Evan S. Schwartz, Esq..

Dated: 02/22/2023

By: Evan S. Schwartz
Schwartz, Conroy & Hack, PC
Evan S. Schwartz, Esq.
666 Old Country Road, 9th Fl.
Garden City, NY 11530
(516) 745-1122
ESS@schlawpc.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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TASTY BRANDS, LLC,

Plaintiff(s)

-against-

AFFIRMATION IN SUPPORT
OF
REQUEST FOR CERTIFICATE
OF DEFAULT

2:23-cv-00312 (JS)(LGD)

AVANTI FOODS CORPORATION,

Defendant(s).

-----X

Evan S. Schwartz, Esq. hereby declares as follows:

1. I am the plaintiff in this action.
2. This action was commenced pursuant to filing a Summons and Complaint on 01/17/2023.
3. The time for defendant(s) AVANTI FOODS CORPORATION, to answer or otherwise move with respect to the complaint herein has expired.
4. Defendant(s) AVANTI FOODS CORPORATION, has not answered or otherwise moved with respect to the complaint, and the time for defendant(s) AVANTI FOODS CORPORATION to answer or otherwise move has not been extended.
5. That defendant(s) AVANTI FOODS CORPORATION is not an infant or incompetent. Defendant(s) AVANTI FOODS CORPORATION is not presently in the military service of the United States as appears from facts in this litigation.
6. Defendant(s) AVANTI FOODS CORPORATION is indebted to plaintiff, TASTY BRANDS, LLC, in the following manner (state the facts in support of the claim(s)):

1. **Breach of Contract/ /Negligence/Breach of UCC:** Plaintiff and Defendant entered into an agreement in which Defendant agreed to store food items on behalf of PLAINTIFF at the
proper temperatures in order for it to be later distributed to PLAINTIFF'S customers in a manner fit to be consumed.

2. Plaintiff fulfilled all of its terms under the agreement and/or was excused from doing so by Defendant's breach.

3. Defendant breached the agreement by failing to properly keep the food at the required temperatures, leading to the temperature abused food being ruined.

4. That breach is a proximate cause of the Plaintiff's damages.

5. Plaintiff is entitled to pre-judgment interest from Defendant due to this breach commencing in April 2022.

Damages: \$291,306.07 plus interest

S&C was personally served on 01/24/2023

WHEREFORE, plaintiff TASTY BRANDS, LLC requests that the default of defendant(s) AVANTI FOODS CORPORATION be noted and a certificate of default issued.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to plaintiff, and that no part thereof has been paid.

Dated: 02/22/2023

By: Evan S. Schwartz
Schwartz, Conroy & Hack, PC
Evan S. Schwartz, Esq.
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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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TASTY BRANDS, LLC,
Plaintiff(s),

**CERTIFICATE OF
DEFAULT**

-against-

2:23-cv-00312 (JS)(LGD)

AVANTI FOODS CORPORATION,
Defendant(s).

-----X

I, Brenna B. Mahoney, Clerk of Court of the United States District Court for the Eastern District of New York, do hereby certify that the defendant AVANTI FOODS CORPORATION has not filed an answer or otherwise moved with respect to the complaint herein. The default of defendant AVANTI FOODS CORPORATION is hereby noted pursuant to Rule 55(a) of the Federal Rules of Civil Procedure.

Dated: , New York
 , 2023

BRENNA B. MAHONEY, Clerk of Court

By: _____
Deputy Clerk